

27-5

מדינת ישראל

משרדי הממשלה

משרד
Dept. of Lands
& Surveys

1) State domain, land & building at Birzin
sub-district Beersheba 1947

2) Avia Hafir - shop no. 6 s/d Beersheba
1927-1938

3) Building no. 11 at Kalkilich
Tul-Karem 1924-1936



British Mandate Collection - S

שם:

גל - 5 / 16626

מזהה פיזי:

910795

מס פריט:

99.0/3 - 1158

מזהה לוגי:

25/08/2013

02-113-03-05-08

כתובת:

חוק מס' D/Beer 58 F
D/Beer 58 F
D/Beer 58 F

British Mandate

27-5

משרד הממשלה
משרד
D/Beer 58 F
D/Beer 58 F

D/BEER/73

693

State Domain

Land and Building at Bismarck

Beulah S 10

Fls Date

5 18.8.47 ✓

7

9 20.9.47 ✓

11 11.10.47 ✓

14

15 29.11.47 ✓

16 30.12.47 ✓

17 5.1.48 ✓

D/BEER/73

N. B

Folios 48, 48A A 48B, 49, 50, 51, 51A
transferred from file 8/Dec/67

On

17
GOVERNMENT OF PALESTINE

IN REPLY PLEASE QUOTE

No. 41/1/30.

DISTRICT COMMISSIONER'S OFFICES,

GAZA DISTRICT,

GAZA.

13 DEC 1947

File 9/Beer/73

Man

4 December, 1947.

GOVERNMENT OF PALESTINE
Director of Land Settlement,
Jerusalem.

State Domain D/Beer/73 -
Birein, Beersheba Sub-District.
Your letters D/Beer/73 dated
6.11.47 and 5.12.47.

I am given to understand that
Abbel 'Aziz Abdel Rahman Lsh-Sharif is
now sick and it would not be possible for
him to complete the undertaking before his
recovery.

2. Further communication will, therefore,
be sent to you in due course.

3. Please correct his name to read
as shown in para 1 above.

Lawrence S. Khan
Ag. District Commissioner
Gaza District.

Copy to: A.D.C., Beersheba,
Ref. his BS/33/46 of 6.12.47.

HA.

GOVERNMENT OF CANADA

MINISTER OF INDUSTRY
OTTAWA, ONTARIO
K1A 0S5

INFORMATION
NO. 12345

1997-1998

1997-1998

1997-1998

1997-1998

1997-1998

1997-1998

1997-1998

1997-1998

16
D/Beer/73

5th
1st December, 1947.

Actg. District Commissioner,
Gaza District. *Rep. 17*

Subject:- State Domain D/Beer/73 -
Birein, Beersheba Sub-District.

Reference:- My letter D/Beer/73 of 6th
November, 1947. *15*

Has 'Abdullah 'Abdel Rehman Sherif
paid the purchase price and signed the
necessary undertaking? If so, please let
me know the receipt voucher number and date
of payment and forward the undertaking in
due course.

for
DIRECTOR OF LAND SETTLEMENT.
Ch *Ch*

CH/P

15
17
Rep.
D/Beer/73.

6th November, 1947.

Asst. District Commissioner,
Gaza District.

Subject :- State Domain D/Beer/73 Birein - Beersheba Sub-District. 10

Reference:- Your letter No.41/1/30 of 23.9.47.

The Chief Secretary has, under his letter L/13/3/37/11 of 25.10.47, approved the sale of the above mentioned property to Abdullah Abdel Rahman Sharif of Beersheba. 12

2. I should be obliged therefore, if you would collect the purchase price of LP.20.- and inform me whether the amount is paid.

3. The Director of Surveys has been requested to prepare a plan suitable for registration purposes. Meanwhile I should be obliged if you would obtain from the above named a written undertaking to the effect that he is prepared to pay all costs and survey fees in respect of the preparation of the plan, have it stamped with 100 mils stamp and forward it to me in due course.

Jc
DIRECTOR OF LAND SETTLEMENT.

Copy to:- Senior Land Officer,
Gaza.

CH/NB.

11

Cai

14
D/Beer/73.

6th November, 1947.

Director of Surveys.

Subject:- State Domain D/Beer/73 Birein,
Beersheba sub-district.

The Chief Secretary, has under his letter L/13/3/37/11 dated 25.10.47 authorised the sale of the above mentioned property to a certain Abdallah Abdel Rahman Sharif of Beersheba.

2. I enclose herewith a sketch plan showing the property in question verged red and should be obliged if you would prepare a plan suitable for registration purposes and forward it to me in due course together with three prints thereof.

3. The above named purchaser undertook to pay all survey fees to be incurred in the preparation of the plan.

CH/NB.

Jx
J
DIRECTOR OF LAND SETTLEMENT.
M. ai

① Mr. Kennedy

Ref. 12.

The officers of the Valuation Section are too busy with more important work to waste time inspecting this property. Surely in such trivial matters the recommendations of the Regional Officers or Senior Land Officers can be relied upon. Otherwise, what are they for? I do not think Government will suffer any shattering loss by selling the plot for LP 20.

W. J. B.
5/11/47.

② M. H. H. H.

PI found on 100 lbs of 100 valuation
or 100 4A.

5/11/47.

6/11/47

12
Government of Palestine.

In replying to this letter please quote the date and reference number.

Chief Secretary's Office,
Jerusalem.

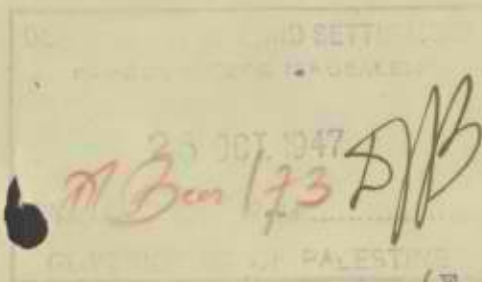
L/13/3/57/11

25th October, 1947.

Director of Land Settlement.

I am directed to refer to your letter No.D/Beer/73 of the 30th September 1947, and to inform you that subject to the stipulation mentioned in paragraphs 5 and 6 of your letter, Government has no objection to the sale to Abdullah Abdel Rahman Sharif of Beersheba of the state domain site, known as D/Beer/73.

SP in small
p. 15



(E. Matta)
for CHIEF SECRETARY.

'V'
Pl let us have a valuation
for this area. Pl see files 1A, 4A &

page 6 of 11
Am. F. Elman. I don't
think we can wait
much time over this. 28/10/47

30th September, 1947.

Chief Secretary.

Subject:- State Domain, Birein, Beersheba
Sub-District - D/Beer/73.

A certain 'Abdullah 'Abdel Rahman Sherif of Beersheba has asked the Assistant District Commissioner, Beersheba, if he may purchase the site of a building situate at Birein some twelve kilometres from 'Auja Hafir alongside the 'Auja Hafir-Guseime track and the adjoining land amounting in all to 300 square metres.

2. The "building" is a foundation only, one metre in height and consists of a stone rectangle, 7 metres square. The foundations were laid by the Turks and the building was never completed. The applicant is a merchant who runs what might be described as a "General Store" at Birein and is at present living in a temporary structure nearby.

3. In their present condition the foundations in question are of no use to Government, nor is building thereon contemplated in the future. The Assistant District Commissioner, Gaza, has recommended that the application should be favourably considered and states that if the applicant obtained the structure, he would put it to a use which would benefit the community as a whole. The Senior Land Officer, Gaza, who inspected the land, agrees with the Acting District Commissioner and also recommends the sale as the applicant is not prepared to consider a long-term lease.

4. I concur in their recommendation as the construction of a food shop in this locality will benefit users of the road.

5. The applicant is prepared to pay the costs of survey fees to be incurred in the preparation of the necessary plan for registration purposes.

6. The purchase price to be paid by applicant will be assessed by the Valuation Section of this Department. I enclose herewith a copy of a sketch plan showing the property in question and should be obliged if you would authorise me to proceed with the sale.

Jr.
DIRECTOR OF LAND SETTLEMENT.

30th September, 1947.

Chief Secretary.

Subject:- State Domain, Birein, Beershebs
Sub-District - D/Beer/73.

A certain 'Abdullah 'Abdel Rahman Sharif of Beershebs has asked the Assistant District Commissioner, Beershebs, if he may purchase the site of a building situate at Birein some twelve kilometres from 'Auja Hafir alongside the 'Auja Hafir-Gusseime track and the adjoining land amounting in all to 300 square metres.

2. The "building" is a foundation only, one metre in height and consists of a stone rectangle, 7 metres square. The foundations were laid by the Turks and the building was never completed. The applicant is a merchant who runs what might be described as a "General Store" at Birein and is at present living in a temporary structure nearby.

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4. I concur in their recommendation as the construction of a food shop in this locality will benefit users of the road.

5. The applicant is prepared to pay the costs of survey fees to be incurred in the preparation of the necessary plan for registration purposes.

6. The purchase price to be paid by applicant will be assessed by the Valuation Section of this Department. I enclose herewith a copy of a sketch plan showing the property in question and should be obliged if you would authorise me to proceed with the sale.

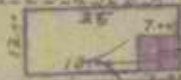
Jr.
DIRECTOR OF LAND SETTLEMENT.

33
1/11
SUB-DIST. BEER SHEBA
LOCALITY EL-BIREIN
Scale 1/1250

Well

Well

Wadi EL BIREIN



W. Birein/73

From Huja el Hafir

met Road 4 met

scheduled Road 20 met

To EL Quseime

10
GOVERNMENT OF PALESTINE.

DISTRICT COMMISSIONER'S OFFICE
G A Z A.
23 September, 1947.

Ref.No. 41/1/30.

Director of Land Settlement,
Jerusalem.

State Domain D/Beer/73.
Birein - Beersheba S/D.

With reference your D/Beer/73 of
8 September, 1947, regarding the purchase
of the above state Domain lands.
I have made further enquiries in this matter
and confirm that the applicant is only
interested in the outright sale of the
land concerned.

In this respect I refer you to
a letter 6/18 dated 5 April, 1947, from
the Senior Land Officer, Gaza District,
in which he described the land in detail
and recommended the sale.

Wasson
Ag. District Commissioner
Gaza District.

Copy to: A.D.C., Beersheba.
Senior Land Officer, Gaza.

AWMD/HA.

15
S.D.
9
PI refer to in
c.d.
"plus in
air"

DEPARTMENT OF LAND SETTLEMENT
HEADQUARTERS JERUSALEM
25 SEP 1947
File <i>15</i> Regd <i>Amir</i>
GOVERNMENT OF PALESTINE



ON HIS MAJESTY'S SERVICE

Gen. RA.

Director of

1

D/Beer/73.

9
13th 10
8th September, 1947.

Acting District Commissioner,
Gaza District.

Subject :- State Domain D/Beer/73 -
Birein - Beersheba S/D.

Reference:- Your letter 41/1/50 of 8th
July, 1947, and my D/Beer/73
of 15th July, 1947.

From the enclosed copy of letter it appears
that the applicant is not interested in leasing
the above mentioned property.

2. Would you please confirm paragraph two
of your above quoted letter as the Chief Secretary
is much more likely to agree to a lease than an
outright sale.

h.
✓ DIRECTOR OF LAND SETTLEMENT.

Copy to:- Asst. District Commissioner, Beersheba.
" Senior Land Officer, Gaza.

CH/NB.

10/1/52

RECEIVED THE BUREAU OF THE ARMY

10/1/52

RECEIVED THE BUREAU OF THE ARMY

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RECEIVED THE BUREAU OF THE ARMY
10/1/52

RECEIVED THE BUREAU OF THE ARMY

COPY

TRANSLATION.

A.D.C.
Beersheba.

Sir,

With reference to your letter No. BS/33/26 dated 26.4.47, regarding the purchase of the plot of land in Birein I have to inform you that I am unable to accept a lease for any period because the building I intend to build on this plot will cost me at least LP.300.

I am, however, willing to buy this plot which is about a quarter of a dunum in area, and I am prepared to pay LP.20 therefor.

(Sgd.) Abd el Aziz Abd el
Rahman esh Sharif.

Date: ?

NB.

1947

TRANSMISSION

A. D. C.
Bureau

Sir,

With reference to your letter of 10/11/47, I have to inform you that I am unable to accept a leave for any period between 1/12/47 and 31/12/47. I will, however, be able to accept a leave of 14 days from 1/1/48 to 14/1/48.

I am, however, willing to accept a leave of 14 days from 1/1/48 to 14/1/48. I am, however, unable to accept a leave of 14 days from 1/1/48 to 14/1/48.

(Signature of A. D. C.)
A. D. C.

Date:

10

GOVERNMENT OF PALESTINE

IN REPLY PLEASE QUOTE

No. BS/33/26.

ASST⁶ DISTRICT COMMISSIONER'S OFFICE,
BEERSHEBA.

26 August, 1947.

Director of Land Settlement,
Jerusalem.State Domain-Bir Birein,
Beersheba Sub-District.Your D/Beer/73 of 15.7.47 to
Actg. District Commissioner, Gaza
with copy to me.Applicant accepts to pay the survey fees
as long as the Ordinance permits payment by the
purchaser.ASST. DISTRICT COMMISSIONER,
BEERSHEBA.

Copy to:-

Actg. District Commissioner, Gaza (ref. No. 41/1/30
of 22.7.1947.)

" Senior Land Officer, Gaza.

D/Beer/73.

15th July, 1947.

Acting District Commissioner,
Gaza.

Subject :- State Domain - Bir Birain,
Beersheba sub-district.

Reference:- Your letter No.41/1/30 of
8th July, 1947.

In view of the explanation advanced in
your above quoted letter, I am prepared to
re-consider the matter and should like to know
whether applicant would be prepared to pay the
costs of survey fees to be incurred in the pre-
paration of plan suitable for registration
purposes, ~~which~~ costs may amount to more than
the value of the land.

DIRECTOR OF LAND SETTLEMENT,
& WATER COMMISSIONER.

Copy to:- Asst. District Commissioner,
Beersheba.

" " Senior Land Officer, Gaza.

CH/NB.

GOVERNMENT OF PALESTINE.

DISTRICT COMMISSIONER'S OFFICE

Ref.No.41/1/30.

G A Z A.

8 July, 1947.

Director of Land Settlement,
Jerusalem.

I refer to your letter D/Beer/73 of 19 June, 1947, to the Senior Land Officer Gaza with copy to A.D.C. Beersheba on the subject of certain State Domain at Bir Birein in the Beersheba Sub-district. I fully appreciate the considerations set out in your letter, but I should be grateful if the matter might be re-considered in the light of the position set out below.

2. The State Domain in question consists of the foundations of a building constructed by the Turks adjacent to the old military railway; for some reason not now apparent this building was never completed. The applicant, whom I know, is a merchant who runs what might be described as a "General Store" at Bir Birein; he wishes to acquire the existing foundations in order to erect a suitable structure for a shop thereon, but he clearly would not wish to do so unless (a) he purchased the foundation (b) obtained it on a long lease. In these circumstances therefore the three year lease proposed by you is unattractive to him.

3. In ~~the~~ present condition the foundations in question are of no use to Government; nor is it contemplated to build thereon in the future. If, however, the present applicant obtained the structure he would put it to use which would benefit the community as a whole. Whilst I appreciate your views, I should be grateful if the matter might be re-considered.

L. H. Philbin

Acting DISTRICT COMMISSIONER.

Copies to : A.D.C., Beersheba.
Senior Land Officer, Gaza.

ILIP/HA.



*⑤ M. Mansour
Secretary*
*① S.A.
permitted
conveyance*
*(4) This if the applicant
would be prepared to pay the
cost which may amount
to more than the value of
the land by 14.7.47*

*③ Mr. Kennedy
It is not possible to
give a figure but to have
an idea of see file 32
of 2/11/40 (49). The area in
Beer sheba is far away. The
cost may be less or more. We
are not sure also if we can establish
our title to the land.*

*② Mr. Nasser
Assuming a sale
to him would the
approx cost of the
area amount to
12.11.47*

D/Beer/73.

19th June, 1947.

Senior Land Officer,
Gaza.

Subject :- State Domain - Birein - Beersheba S/D. 3

Reference:- Your letter No.6/18 of 21.4.47.

The State Domain referred to above forms part of a large area which is undoubtedly Government property, but in view of the fact that the land is not registered and as its survey and registration do not, from the financial aspect, justify the trouble and expense, the sale of the said land is out of question.

2. Similarly, a long term lease cannot be concluded, as such a transaction requires registration and this cannot be done unless the property is registered in the name of Government.

3. In these circumstances, I am prepared to enter into a 3 year's lease with applicant and if he is agreeable to this, kindly inform me in due course, and let me know the rent which you suggest should be paid by applicant.

4. I have opened a new file for this property and shall be obliged if you will do similarly and carry out future correspondence on this file.

Jm
DIRECTOR OF LAND SETTLEMENT,
& WATER COMMISSIONER

Copy to:- Asst. District Commissioner, Beersheba,
ref. his file BS/33/26, and who is kindly
requested to open a new file D/Beer/73 for
this property.

Mr. Dahi
H. et al - Records & Index
Adm. File
23/6
H. et al

CH/NB.

Mr. Casellas
To note. H. et al.

D/Beer/73.

19th June, 1947.

Senior Land Officer,
Gaza.

Subject :- State Domain - Birein - Beersheba S/D.

Reference:- Your letter No.6/18 of 21.4.47.

The State Domain referred to above forms part of a large area which is undoubtedly Government property, but in view of the fact that the land is not registered and as its survey and registration do not, from the financial aspect, justify the trouble and expense, the sale of the said land is out of question.

2. Similarly, a long term lease cannot be concluded, as such a transaction requires registration and this cannot be done unless the property is registered in the name of Government.

3. In these circumstances, I am prepared to enter into a 3 year's lease with applicant and if he is agreeable to this, kindly inform me in due course, and let me know the rent which you suggest should be paid by applicant.

4. I have opened a new file for this property and shall be obliged if you will do similarly and carry out future correspondence on this file.

DIRECTOR OF LAND SETTLEMENT,
& WATER COMMISSIONER.

Copy to:- Asst. District Commissioner, Beersheba,
ref. his file BS/33/26, and who is kindly
requested to open a new file D/Beer/73 for
this property.

CH/NB.

6/18

LAND SETTLEMENT OFFICES
GAZA

16th May 1947

Director of Land Settlement.

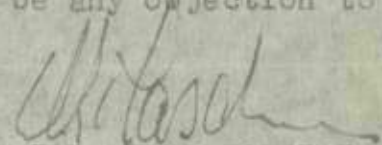
S. State Domain- Birein - Beersheba Sub-District.

R. My 6/18 dated 21.4.47.

203

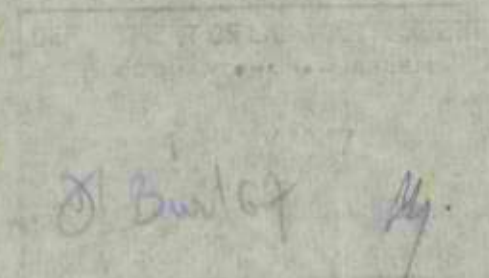
The applicant has now changed his mind and is not willing to accept a lease as will be observed from the attached translation of a letter received from him.

2. In this case would there be any objection to an outright sale of this small area?


SENIOR LAND OFFICER

Copy to :- A.D.C., Beersheba,
Reference his BS/33/26
dated 6.5.47.

SV



J. Burt 67

My.

411/511

TRANSLATION.

A. D. C.,
Beersheba.

Sir,

With reference to your letter No. BS/33/26 dated 26.4.47 regarding the purchase of the plot of land in Birin I have to inform you that I am unable to accept a lease for any period because the building I intend to build on this plot will cost me at least LP.300.

I am, however, willing to buy this plot which is about a quarter of a dunum in area, and I am prepared to pay LP.20 therefor.

Date ?

Sgd) Abd el Aziz Abd el
Rahman esh Sharif

6/18

LAND SETTLEMENT OFFICES
GAZA

Director of Land Settlement.

21st April 1947

State Domain- Bersin, Beersheba
Sub-District.

Your D/Beer/67 dated 12.4.47.

You are confusing the foundation referred to in my even number dated 5.4.47 with the State Domain "Railway Station" at Birein. There is a distance of about 200 metres between these buildings although they are both situated on the Quseime road.

2. The applicant would agree to a long term lease but as the construction of a satisfactory building on the site will be costly I would advise that the lowest possible rental be quoted.

[Signature]
SENIOR LAND OFFICER

Copy to :- Assistant District
Commissioner, Beersheba.



D/Beer/67.

DEPARTMENT OF LAND SETTLEMENT
JERUSALEM.

12th April, 1947.

Senior Land Officer,
Gaza.

Subject :- State Domain - D/Beer/67.

Reference:- Your letter 6/18 dated
5th April, 1947. — 48

The general policy in the administration of State Domain is against outright sales except in special circumstances. The normal procedure is to conclude a long lease. In the present case the rent is LP.8 per annum and Rahman El Sharif is offering LP.20 only for the building and 300 square metres of land.

I would not advise a sale except by auction and Sharif's lease do not expire till 31st December, next.

If you are of the opinion that a sale is most desirable perhaps you would raise the issue in say 6 months time.

Jk
DIRECTOR OF LAND SETTLEMENT
AND WATER COMMISSIONER.

Copy to:- Asst. District Commissioner,
Beersheva.

JK/RC.

6/18.

LAND SETTLEMENT OFFICES,
GAZA.

5th. April, 1947.

GOVERNMENT OF PALESTINE

Director of Land Settlement.

State Domain - Birein, Beersheba Sub-District, D/Beer/67.

I forward herewith a copy of a letter dated 27.3. '47 from the Assistant District Commissioner, Beersheba, together with a sketch showing the site of the building referred to.

2. I have visited the site myself and am satisfied that the building and the land on which it stands are State Domain.

3. The 'building' is a foundation only, one metre in height and consists of a stone rectangle, 7 metres square, divided by two intersecting internal walls into the foundations of four square rooms. The foundations were laid by the Turks and the building was never completed.

It is situated at Birein, some twelve kilometres from Anja Hafir, alongside the Anja Hafir - Quseime track i.e. point 9922 on the South Sheet of Palestine, scale 1:250,000.

4. The foundation stands on a narrow strip of land between the Quseime track and Wadi Birein. The distance from the top of the slope at the edge of the wadi to the centre of the existing 4 metre track is 23 metres. The Quseime road, however, is indicated in the Outline plan of the Regional Building and Town Planning scheme for Beersheba Sub-District as a 20 metre road. That is to say that when the road is completed the foundation of the building will stand on a strip of land only 13 metres wide between the road and the slope of the wadi.

This strip is of vacant, broken rocky land and is unsuitable for cultivation and, on settlement, there is little doubt that it will be registered as State Domain.

5. The applicant, Abdullah Abdel Rahman el Sharif, lives in a temporary structure some 100 metres away on the other bank of the wadi and he informed me that if the foundation, together with a small plot of land, 25 by 12 metres in area as shown in the sketch, is sold to him he will forthwith complete the house in accordance with the instructions of the Regional Building and Town Planning Committee.

6. I recommend the sale.

Al. Nazzari
SENIOR LAND OFFICER,
GAZA DISTRICT.

Copy to :- District Commissioner, Gaza, reference his 41/1/51 dated 3.4. '47.
Assistant District Commissioner, Beersheba, reference his BS/33/26 of 27.3. '47.

COPY.

1A
118A
A. D. C's. Office,
Beersheba.
27th. March, 1947.

BS/33/26.

District Commissioner,
Gaza

State Domain D/Beer/67.

I am in receipt of an application submitted by Abdullah Abdel Rahman el Sharif requesting to buy the buildings constructed by the Turkish Government during the Great War situated at Birein and a quarter of a dunum ~~for~~ LP. 20.

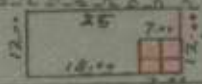
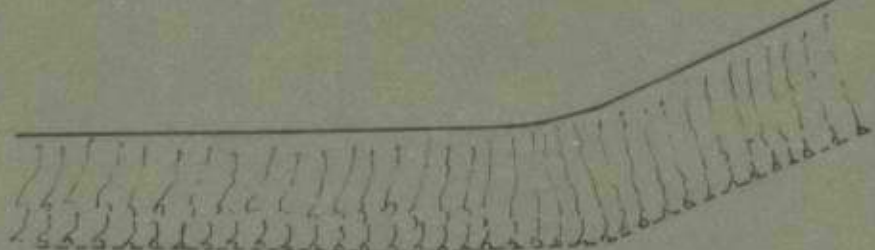
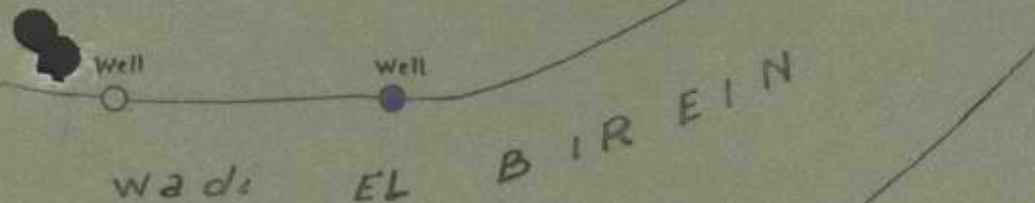
2. The buildings are the foundations of four small rooms constructed ~~in~~ parallel to the main road leading to Quseime from the eastern side and Wadi Birein from the western side.

3. I encourage the construction of such buildings in such sites as it leads to improvements. For this reason I recommend the consideration of his request taking into account that this quarter of a dunum is, I believe, the property of the Government as it is a wadi and road and the buildings are constructed by the Turkish Government.

sgd. Abdul Razzaq Gleibu.

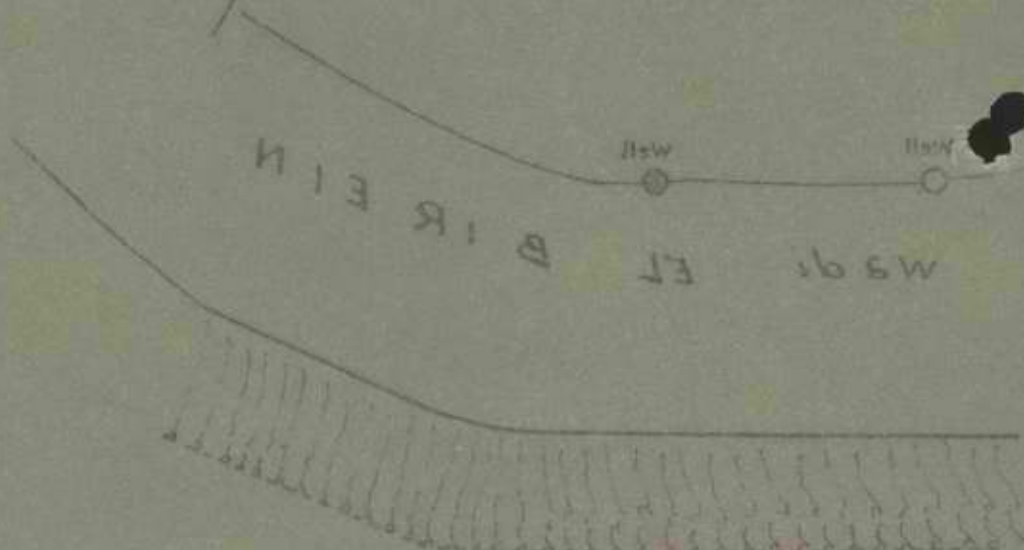
ASSISTANT DISTRICT COMMISSIONER,
BEERSHEBA.

SUB-DIST. BEER SHEBA
LOCALITY EL-BIREIN
Scale 1/1250



From Dujah El Hafir	met	Road 4	met	To EL Quseime
		scheduled Road 20 met		

Sub-Dist. BEER SHEBA
LOCALITY EL-BIREIN
Scale 1:1250



From Abu-Hafir
To El Guscime
Scheduled Road 20 mts
Mile Road 4 mts
0 1/2 1 1/2 2

18

GOVERNMENT OF PALESTINE

Gen. 2

Registry No.

Other files dealing with
same Subject

D/Beer/58 F.

SUBJECT.

624

Duja Hafir - Shop No 6

GPP. 815-88,000-23-1-25-23/8

Referred to	Date	Referred to	Date	Referred to	Date
4	30.7.41				
	30.7.41				
	30.7.41				
Cancelled					
1.7.41					
See R/Beer/1 (1) of 3.7.41,					
folio 28.					
17.					
5/7/41					
				P. A.	Date

D/Beer/58 F.

Ref No Bs/33/11

DISTRICT OFFICES
BEERSHEVA

A/ COMMISSIONER FOR LANDS
AND SURVEY
JERUSALEM



SUBJ. - LEASE OF STATE DOMAIN
D/BEER/58 F

Ref :- Your D/BEER/58 F 723/1/39³

A notice in Arabic was placed
on the abovementioned State Domain
but up to the present date no
tenant could be found.

KM

~~20/2/39~~ A. A. [Signature]
DISTRICT OFFICER

D/Beer/58F

23th December 1938.

Replied 23. 11/39

District Officer,
Beersheba.

REPLY 4

Subject:- Lease of State Domain -
D/Beer/58F.

Reference: Your 1687 of 29th
October 1938.

2

I shall be obliged if you will
arrange to find a tenant for the above
mentioned property.

A/B

A/COMMISSIONER FOR LANDS
AND SURVEYS.

/P

Ref. No. 1687



DISTRICT OFFICES,
BEERSHEBA.

Commissioner for Lands
and Surveys.

Date 29th October, 1937

Subject : Lease of S.D.D/Beer/58 F
Reference : Your D/Beer/58 F of 21/10-37. 1

No offer was received for lease of theis
property.

M. K. Kharwar
District Officer,
Beersheba.

*Noted
1/11
[Signature]*

S.D. Beersheba.

REPLIED 3

R 2
I shall be obliged if you will
arrange to find a tenant for
the above mentioned property.
H/c

Ref. No. D/ *Beu/58 F*

1
COMMISSIONER FOR LANDS
AND SURVEYS,
MAMILLAH ROAD,
JERUSALEM.

25.10.37

District Officer,
Beu/58 F

REPLIED 2

Subject:-

Lease of D/Beu/58 F

Reference:-

Ym 1685 of 6.4.37

I shall be obliged if you will let
me know the result of the public auction
published in the Palestine Gazette No. *681*
of *15.4.37* in regard to the above State
Domains, which expired on *30.4.37*

Haouri Benim

2 COMMISSIONER FOR LANDS
AND SURVEYS.

CH/P

DEPARTMENT OF LANDS
P.O.B. 356
JERUSALEM.

28th April, 1931.

State Domain Reference

No. D/Beer/58/f. = 5785

-----District Officer,-----

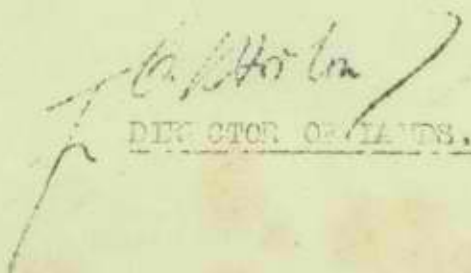
-----Beersheba.-----

Subject:- State Domain D/Beer/58/F

Reference:- Your letter No. BH/36/1
dated 14.4.31

I am returning herewith two copies
of the Agreement of Lease in respect of the
above mentioned property, duly signed.

2. The **signed** copy should be handed
to the tenant for retention by him.


DIRECTOR OF LANDS.

STATE DOMAIN REFERENCE No. D/Beer/58.f

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Residential, etc. Property.

An Agreement made this ~~February~~ First day of February one thousand nine hundred and thirty One between H.E. the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Abdel Rauf Eff. Judeh of Jaffa his heirs and assigns (hereinafter called the Tenant) of the other part WHEREBY the Landlord agrees to let and the Tenant agrees to take all those premises known as Shop in the Auja Hafir of Beersheba in the Sub-District of Auja Hafir and Southern District together with all buildings, yards, gardens, watercourses, outbuildings and appurtenances belonging thereto and more fully described in the Schedule and plan attached hereto and in the Land Register of Vol. 1000 dated 1931 for a period of Five Month from the First day of February 1931 to the Thirtieth day of June 1931 (determinable nevertheless as hereinafter mentioned) at the yearly rent of Three Hundred Mils (L.P. 0.300 mils) payable in advance on the Thirtieth of June day of each of the month of June in every year, the first of such payments being made on the execution hereof.

The Tenant hereby agrees

1. To pay the rent in manner aforesaid.
2. To keep the outside and the inside of all buildings now erected or hereafter to be erected in good repair and in such repair to deliver them to the Landlord at the expiration or other determination of this agreement.
3. To use the premises hereby demised as a Carage only.
4. To maintain and keep in proper sanitary condition all existing pipes, gutters and drains.
5. Not to sub-let, assign, mortgage or otherwise part with the said premises or any part thereof without the written consent of the Landlord.
6. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to property of like nature in the said District or hereafter made payable or applicable.
7. Not to erect buildings, nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained; and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs or improvements, nor shall he be liable for compensation for such on the determination of the tenancy.

8. To remove any buildings, alterations or addition placed on the land by him without the consent of the Landlord, if so required by the Landlord, at the expiration or sooner determination of this tenancy and restore the premises to their original state.

9. To allow the Landlord or his representative to inspect the premises at any reasonable time.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made: provided:

- (a) That re-entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any terms of this agreement to which he may be subject at the date of such re-entry.

ENTERED. PAGE D/Beer/58f

- (b) That the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. At the determination of the said tenancy quietly to yield up the premises and all fixtures thereon the property of the Landlord in good tenantable repair and condition fair wear and tear alone excepted and fit for occupation by an incoming tenant.

The Landlord agrees that the Tenant paying the rent and performing the condition hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions.

In witness thereof the parties hereto set their hands the day and year first above-mentioned.

Signed by the Landlord

M. S. S. S.
DIRECTOR OF LANDS

in the presence of

B. S. S. S.
D. S. S. S.



Signed by the Tenant

in the presence of

A. R. S. S.

D/Beer/58 F - 677

30th Jan. 1931.

District Officer,
Beersheba.

Subject:- Lease of State
Domain. D/Beer/58 F.

The above mentioned State Domain
is not leased and I should be glad if you
would arrange for it to be put up for lease
by public auction.

(Sgd) Cecil L. Horton

DIRECTOR OF LANDS.

DEPARTMENT OF LANDS, JERUSALEM

1. Sub-District Beersheba 3. State Domains Ref. No. D/Beer/58 F.
2. Town or Village 'Auja Hafir 4. Map Reference No. _____
5. Name of Property _____ Parcel No. _____ Block No. _____
6. Situation _____
7. Description Shop No. 6
8. Category of Land _____
9. Finance No. _____
10. Land Registry Deed _____ Vol _____ Fol _____ Date _____
11. Turkish Registration No. _____ Date _____
12. Date of Survey _____
13. Area { _____ Metric Donums _____ sq. metres.
_____ Donums _____ sq. metres.
_____ sq. pics.
14. Boundaries :—
North :—

South :—

East :—

West :—
15. Remarks :—

DISTRICT OFFICES,
BEERSHEBA.

BH/36/1

28-2-29.

Director of Lands,
Jerusalem.



Subject :- State Domain
D/Beer/58f.

Reference:- Your D/Beer/58f-1825
of 25-2-29.

The above quoted property has
not yet been leased and will inform
you whenever it is leased.

NM/NM.

A. B. Kharin
District Officer,
i/c Beersheba Sub-District.

L
B.F. 1/16
4/3
2/5

D/Beer/58F.-1825

25th February, 1929.

District Officer,
Beersheba.

Subject :- State Domain -
D/Beer/58F.

I should be glad to learn
whether you have been able to arrange
a lease of the above mentioned property.

(Signed) CECIL E. BARTON

DIRECTOR OF LANDS

BF
13/5

D/Beer/58F. 40/7

30

29th January, 1929.

District Officer,
Beersheba.

Subject :- State Domain -
D/Beer/58F.

It is noted that the
above mentioned property has
not been leased since the 1st of
April, 1928.

2. I should be glad if you
would arrange to have this property
leased.

(Signed) CECIL B. HORTON

DIRECTOR OF LANDS

Ref. No. AH/4



SUB-DISTRICT OFFICE,
'AUJA HAFIR.

August, 5th., 1927.

Director of Lands,

Jerusalem.

Subject : State Domains-D/Beer/58f
Reference: Your Letter of 26.7.27.

Please note that the amount of instalment due by the tenant of the abovementioned property amounts to L.E. 0.500 m/m and not L.E. 0.333 as shown on your letter under reference.

Please amend your records accordingly.

AKoutal
/ ASST. DISTRICT OFFICER,
i/c 'AUJA HAFIR SUB-DISTRICT.

Copy to :
D.O., Beersheba Sub-District.

PA.
Records confirmed
[Signature]
11/8/27

DEPARTMENT OF LANDS
P. O. B. 356
JERUSALEM.

26th July 1927

State Domain Reference

No. D/Beer/58f

....District Officer.....

.....Beersheba.....

Subject:- State Domains - Beersheba
D/Beer/58f *Anja Hafir*

It is noted that the sum of £0.333 m/ms
being the amount of instalment due on or before
the 30th of June 1927 in respect of the
above mentioned property has not yet been paid.

2. Kindly arrange to have this amount
collected as soon as possible and notify me
when this is done, showing the amount collected
on your Monthly Revenue Return F.32a.

3. Please note that tenants should not
be allowed to get into arrear and that they
must strictly adhere to the terms of the
agreement.

M. S. S.
DIRECTOR OF LANDS.

HB

D/Beer/58f.

27th May, 1927.

District Officer,
Beersheba.

Subject :- State Domain -
Auja Hafir -
D/Beer/58f.
Reference :- Your BH/36/1 of
19.5.27.

I am returning herewith
two copies of Agreement of Lease in
the name of 'Abdul Rauf Eff. Judeh
for the above mentioned property
duly signed by the Director of Land.

2. Kindly hand the stamped copy
to the tenant for his retention.

(Sgd.) J. N. Stubbs

DIRECTOR OF LANDS

IKB/MG.

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Residential, etc. Property.

An Agreement made this 1st. day of April one thousand nine hundred and twenty seven between H.E. The High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and 'Abdul Rauf Eff. Judeh of 'Aja Hafir his heirs and assigns (hereinafter called the Tenant) of the other part. WHEREBY the Landlord agrees to let and the Tenant agrees to take all those premises known as Shop No. 6 in the 'Anja Hafir of 'Anja Hafir in the Sub-District of 'Anja Hafir and Southern District together with all buildings, yards, gardens, watercourses, outbuildings and appurtenances belonging thereto and more fully described ~~in the Schedule and plan attached hereto and~~ in the ^{Family} ~~Tabu~~ Register of 'Anja Hafir Vol. No. 1 Folio. No. 4 dated _____ for a period of one year from the 1st. day of April 1927 to the 31st. day of March, 1928 (determinable nevertheless as hereinafter mentioned) at the yearly rent of one Egyptian Pound five hundred M⁵M only (L.E. 1.500 m/ms.) payable in advance on the 1st. of April, 1927, L.E. 0.500 m/m. day of each of the month of 1st. of July, 1927, L.E. 0.500 m/m. in every year, the first of such payments being made on the execution hereof.

The Tenant hereby agrees

1. To pay the rent in manner aforesaid.
2. To keep the outside and the inside of all buildings now erected or hereafter to be erected in good repair and in such repair to deliver them to the landlord at the expiration or other determination of this agreement.
3. To use the premises hereby demised as a Garage only.
4. To maintain and keep in proper sanitary condition all existing pipes, gutters and drains.
5. Not to sub-let, assign, mortgage or otherwise part with the said premises or any part thereof without the written consent of the Landlord.
6. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to property of like nature in the said District or hereafter made payable or applicable.
7. Not to erect buildings, nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained; and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs or improvements, nor shall he be liable for compensation for such on the determination of the tenancy.
8. To remove any buildings, alterations or addition placed on the land by him without the consent of the Landlord, if so required by the Landlord, at the expiration or sooner determination of this tenancy and restore the premises to their original state.
9. To allow the Landlord or his representative to inspect the premises at any reasonable time.
10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made: provided:

- (a) That re-entry by the landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any terms of this agreement to which he may be subject at the date of such re-entry.

ENTERED. PAGE *D/Bea/58 f*

Abd. Bedo S
16/5/27

- (b) That the landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. At the determination of the said tenancy quietly to yield up the premises and all fixtures thereon the property of the Landlord in good tenantable repair and condition fair wear and tear alone excepted and fit for occupation by an incoming tenant.

The Landlord agrees that the Tenant paying the rent and performing the condition hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions.

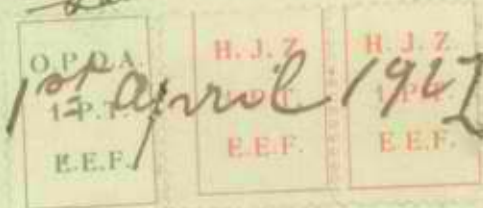
In witness whereof the parties hereto set their hands the day and year first above-mentioned.

Signed by the Landlord
in the presence of

Signed by the Tenant
in the presence of

Witness

astelalu



D/Tul/46 מדינת ישראל

משרדי הממשלה

משרד

Building no. 11 at
Kalkilich Tul-Harem
1924-1936

תיק מס'

מחלקה

D/Tul/46

GP/5/13

*Replied
folio 14 of GP/5/13
2nd packet*

24th June, 1936.

Registrar of Lands,
Tulkarm.

Subject:- Government claims -
Qalqilya.

Reference: Your D/Tul/46 of
11.6.36.

In a letter No.58/114 of 5.9.33,
addressed to you by the Director of Lands,
you were directed to submit to the Settle-
ment Officer nine Government claims includ-
ing two claims for State Domains D/Tul/45
and D/Tul/46, respectively.

2. In your above quoted letter you
state that D/Tul/46 is now registered in the
names of the Mukhtars of Qalqilya on behalf
of the village and in trust for the educa-
tional purposes of the village.

3. I shall be glad if you will let me
know:-

- (a) whether claims were submitted
for State Domains D/Tul/45 and
D/Tul/46,
- (b) whether the registration of parcel
1 Block 7578 in the names of the
Mukhtars was based on a judgment
by the Settlement Officer in a dispute,
and
- (c) If so, please forward a copy of the
judgment if you have it.

A/COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to: D/Tul/45.
D/Tul/46.

GP/5/13(5)

21st June, 1936.

District Officer,
Tulkarm.

Subject:- Government Property -
Qalqiliya.

The State Domain property now
recorded under GP/5/13(5) was originally
No.D/Tul/46 and not D/Tul/45 as stated
in my letter No.GP/5/13(5) of 10.6.36.

I shall be glad if you will
amend your records accordingly.

hB

2 A/COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to: Registrar of Lands,
Tulkarm.

Copy to: D/Tul/46.
D/Tul/46. ✓

TN/RA

1 JUL 1933

Registrar of Lands,
Tulkarm.

Subject:- Land Settlement -Qalqilia

Reference:- Your TD/3/27/2 of 28.6.33.

From the list forwarded by you under cover of your above mentioned letter it appears that the following properties are registered in the name of the Ottoman Agricultural Bank and the Treasury respectively:-

52 Shibat 314 d.
1,2 Shibat 330
223, 228, 229 Tishrin Tany 1314 d.

Extracts for only 2 properties, thus
Nos. (?) 23 Tishrin Tany 1314 D
3 Khusairan 1502 D(?).

Some of these numbers also appear in the list received from the Liquidator Ottoman Agricultural Bank and forwarded to you on 28.6.33, viz. Nos. 223 (?) and 229 November 1314 D and No.52 Shibat 1314 D.

2. From my records it appears that No.1 and 2 Shibat 1330 is recorded as D/Tul/35. There are other two State Domains recorded under No. D/Tul/45 and 46 for which no Kushans can be traced.

You are hereby instructed:-

(a) To verify all these records and send information and report to me how far they corroborate and whether they refer to the same properties. Extracts of registration should be sent. If State Domain reference numbers exist, they should also be quoted.

(b) Report who are in possession of these properties, since when and under what authority.

(c) Report as to their position, whether cultivated or otherwise.

Please treat this matter as urgent.

Copies to:-

D/Tul/35, 45 & 46

DIRECTOR OF LANDS

DEPARTMENT OF LANDS, JERUSALEM

1. Sub-District Tulkarem 3. State Domains Ref. No. D/Tul/48 46
2. Town or Village " 4. Map Reference No. _____
5. Name of Property _____ Parcel No. _____ Block No. _____
6. Situation Kalkilieh
7. Description Bld.
8. Category of Land _____
9. Finance No. _____
10. Land Registry Deed _____ Vol _____ Fol _____ Date _____
11. Turkish Registration No. _____ Date _____
12. Date of Survey _____
13. Area { _____ Metric Donums _____ sq. metres.
_____ Donums _____ sq. metres.
_____ sq. pics.
14. Boundaries :—
North :—

South :—

East :—

West :—
15. Remarks :—

NO.D/Tul/46.

Director of Lands.
Jerusalem.



District Offices.
Tul "arem.
6th Nov.1925.

Subject :- State Domains Tul "arem.
Reference :- D/TUL/46 of 5-11-25.

*Mr. Shupin
alt in Rk.
Inspector
in AB*

*noted -
2.10/11/25*

1. Yes.

2. The A/m property had been used as a Poat for the Police at Qalqilia, soon after the occupation. It was never let by the Local Educational Committee, nor any rent had been collected.

TG/.

M. J. Sound
District Officer.
Tul "arem.

L

D/Tul/46.

5th November, 1925.

District Officer,
Tulkarem.

Subject : State Domains Tulkarem.

D/Tul/46.

I presume that the above mentioned property is one of those which is awaiting a decision in regard to the control of Maaref properties and that it is at present being let by the Local Educational Committee.

2. I shall be obliged if you will let me know what rent is collected by this Committee for this property.

W. H. C. BENTLEY
DIRECTOR OF LANDS.

MCB/LY.

GEN 5.

ON HIS MAJESTY'S SERVICE.

PALESTINE GOVERNMENT FASTEN
ECONOMY. OPEN

Envelope by gumming this Label across Flap
by Cutting Label instead of tearing Envelope.



34-5061 (100-20-1-21) G.C.P.

D/Tul/45 and 46. ✓

P.O.B. 356.

25th October 1924.

Registrar of Lands.
Tulkarem.

Subject:- State Domains - Tulkeram.

D/Tul/45 and 46.

Reference:- Your TIR/43, 47/24 dated 21.10.24.

It is now agreed that no further action should be taken in regard to the registration of these properties in the name of the Government but that the status quo shall be maintained until a definite decision is given in regard to the question of Maaref Properties in Tulkarem Sub-District.

I am returning herewith your files Pets.Nos. 46 and 47 of 1924 from which I have extracted copies of the plans for retention in my files.

DIRECTOR OF LANDS.

MCB/KIH.

*noted
C.F. 84/x/24*

*22/10/24
24/10/24*

D/Tul/46

LANDS DEPARTMENT
P.O.B.356,
JERUSALEM

September 8th, 1924.

Registrar of Lands,
Tulkarem.

Subject:- State Domains- D/Tul/46
Reference:- My letter of even number
dated 13.6.24.

Has this property now been registered?
If so, kindly forward the Certified copy of
Registration to this Office for retention.

(Sgd.) M. G. BENNETT

AGA

DIRECTOR OF LANDS.

D/Tul/46

DEPARTMENT OF LANDS
P.O.B.356.
JERUSALEM.

13th June 1924.

Registrar of Lands
Tulkeram

Subject:- State Domains - D/Tul/46.
Reference:- Your TLR/47/24 of 10.6.24.

You should register this property
in the name of the Government of Palestine without
the signature of the Mukhtars.

----- Your file No.47/24 is returned
herewith.

DIRECTOR OF LANDS.

MCB/KLH.

T.L.R. 47/24.



Land Department (R)

Tul. Kanem 10.6.24.

The,

Director of Lands
Jerusalem.

Subject: State Domain n° D/Tul/46.

Reference: your G. 58 of 14/2/24.

The survey of this property has been made, map drawn out, & form L.R. 27 filled up.

The mukhtars of Kalkilia village where the property is situated, are ready to sign the map of the property, on condition that the garden lying to the western side of the building is left out for the school. They have no objection for the registration of the building in the name of the Government.

Will you kindly see the Certificate of mukhtars attached to file n° 46/24.

passed for favour of your instructions please.

M. Habbukey

Registrar of Lands

Register without signature
of mukhtars

MS

V

2/July/46

LAND DEPARTMENT JERUSALEM.

X.1. Land Dept.No.

X 2. No.of File. 37 .

X.3. Reference No.

4. Finance No.

5. Land Registry No.
and date _____

6. District. . . Samaria . . .

7. Sub-District. . Tulkarim . .

8. Village or Town. ~~Tulkarim~~ Kalkilieh

9. Whether Madawara, Mahloul or Lerrat etc. Govt.building

10. Name of property

11. Nature of property Building

12. Situation Kalkilieh

13. Boundaries

North:
South:
East:
West:

14. Area

15. If building state accommodation 7 rooms and one stable and yard

16. If leased please fill in following:-

- a. Number & date of agreement or lease
- b. Name and address of Tenant
- c. Rent
- d. How payable
- e. Commencement of Term
- f. End of term
- g. Who liable for repairs.

17. Remarks Used as Police Post.

X for use of Land Department.

If agreement or lease attached embodying these particulars
replies to these questions need not be filled in.

*Bank of H
p. 96*

LAND DEPARTMENT JERUSALEM.

X 1. Land Dept. No.

S/District No
X 2. File No.

T/200/1/37

X 5. Reference No.

Tul/46

4. Finance No...

5. Land Registry No.....

and date.....

6. District Samaria

7. Sub-District Tul Karem.

8. Village or town Tul Karem.

9. Whether Mudawara, Mahlul or Kowat etc. Govt. Building.

10. Name of Property

11. Nature of Property Building

12. Situation Kalkilieh

13. Boundaries

North

South

East

West

14. Area

15. If building state accommodation 7 rooms, and onestable, and yard.

16. If leased please fill in following:-

- Number & date of Agreement or lease
- Name and address of tenant
- Mont
- How payable
- Commencement of term
- Termination of term
- Who liable for repairs.

17. Remarks used as Police Post.

18. In use of Land Department.

19. If Agreements or lease attached embodying these particulars replies to these questions need not be filled in.

LAND DEPARTMENT JOURNAL

[Handwritten notes and signatures in the top right corner.]

2/14/46
 E. S. File No.
 Land Registry No.
 and date
 Sub-district

1. Land Desc. No.
2. Reference No.
3. Plan No.
4. District
5. Village or town
6. Another reference, name or post etc.
7. Name of property
8. Nature of property
9. Situation
10. Direction

North
 South
 East
 West
 Area

11. If building also accommodation
12. If leased please fill in following:-
 - a. Number - Date of Agreement or lease
 - b. Name and address of tenant
 - c. Rent
 - d. How payable
 - e. Commencement of term
 - f. Termination of term
 - g. Who liable for repairs.

13. Remarks
14. In case of land department
15. If agreement or lease attached enclosing these particulars
 please to these questions need not be filled in.